



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 06193228
Control 090819025
Project BR 2018(378) etc.
Highway CR
County SCURRY etc.

July 16, 2019

HODGES AND SON CONSTRUCTION COMPANY, INC.
2480 CR 3340
OMAHA, TX 75571-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above.
You are authorized to begin construction in accordance with the provisions
of said contract.

Time for completion of the contract will be computed in accordance with
Item 8.

Your proposal check is being returned according to your instructions or your
proposal bid bond is released from further liability.

Sincerely,

Duane S. Milligan, P.E.
Deputy Director, Construction Division

Enclosure

cc: ABL District

BONDED BY: GUARANTEE COMPANY OF NORTH AMERICA USA, THE
BOND NO. 75171584

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CONTRACT NO.	06193228
CONTROL	0908-19-025 ETC.
PROJECT	BR 2018(378)
HIGHWAY	CR
COUNTY	SCURRY ETC.

CONTRACT

between

STATE OF TEXAS

and

HODGES AND SON CONSTRUCTION COMPANY, INC.

for

CONSTRUCTION OF 0.361 MILES

of

CR

in

SCURRY ETC. COUNTY

This page intentionally left blank.

***Texas Department of Transportation (TXDOT) State Let Construction & Maintenance Contracts
Additional Instructions for CONTRACTORS and SURETY Company***

CONTRACTS AND BONDS

- **Contracts must NOT be disassembled for any reason.**
- CONTRACTOR must execute and return contracts within **15 days** of receiving award letter {ONE bound contract and ONE conformed contract} and BONDS in INK.
- CONTRACTOR must sign and date the Signature Page, Performance Bond and Payment Bond.
- The bond(s) in the contract must be executed (including their signature and date signed) by a corporate surety company authorized to write Fidelity and Surety Bonds for public works in the State of Texas, and for contracts greater than \$100,000 such SURETY must be listed in the current issue of the Federal Register, Dept. of Treasury list and must show adequate bonding capacity for the size of the contract. SURETY must execute Bonds in INK.
- SURETY may date bonds and Powers of Attorney; however, they cannot be dated past the due date of the contracts.
- A Power of Attorney, showing that the SURETY's officer or attorney in fact has the authority to sign the bonding obligations, must be impressed with the corporate seal and attached behind the payment bond in each contract. In addition, the SURETY must attach a Bond claim notice.
- Corporate seal of the SURETY must be embossed on all bonds and also the Powers of Attorney. Water seals and stamp facsimile are not acceptable.

INSURANCE

- Please verify the required insurance information is on file and current with TXDOT and the contract requirements. New or updated information will need to be submitted by the **insurance agent** by completing the appropriate TxDOT Certificate of Insurance, **Form 1560 (rev. 07/12)**. The form can be accessed at the following link:
<http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/contractors.html>
- Completed forms can be submitted to CST_Insurance@txdot.gov

TEXAS ETHICS COMMISSION COMPLIANCE

- **Effective January 1, 2016**, CONTRACTORS are required to submit Texas Ethics Commission form 1295 for all projects. The form can be accessed at the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

This form must be signed and (to enable TXDOT to acknowledge it online) and returned, along with all other contract documents, in the mail. An electronic copy can be emailed to CST_Contracts@txdot.gov but if doing so, in the subject field please reference CONTRACTOR's Business Name, applicable CSJ and contract #.

MAIL

Return all contract documents prior to 5:00 PM on the due date shown on the award letter. If the contract due date is on a weekend or holiday, the contract is due the first business day following the weekend or holiday. A duplicate contract will be returned to the CONTRACTOR when fully executed by the State. If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the proposal guaranty will become the property of the State, not as a penalty, but as liquidated damages. The Contractor forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in design of the work.

Send contract documents to:

TEXAS DEPARTMENT OF TRANSPORTATION
CONSTRUCTION DIVISION CONTRACT PROCESSING
200 EAST RIVERSIDE DR.
AUSTIN, TEXAS 78704-1287

ASSISTANCE

- For questions or assistance call Contract Processing @ 512-416-2540 or email CST_Contracts@txdot.gov

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO.	06193228
CONTROL	0908-19-025 ETC.
PROJECT	BR 2018(378)
HIGHWAY	CR
COUNTY	SCURRY ETC.

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **HODGES AND SON CONSTRUCTION COMPANY, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **239 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

This page intentionally left blank.

PROJECT: BR 2018(378)
COUNTY : SCURRY

, ETC.

CCSJ
090819025

BIDDER
2

DATE DIV JOB
6 19 47 228

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
100	6002		PREPARING ROW STA	18.700	2,900.000	54,230.00
110	6001		EXCAVATION (ROADWAY) CY	3,248.000	10.000	32,480.00
132	6003		EMBANKMENT (FINAL) (ORD COMP) (TY B) CY	3,593.000	20.000	71,860.00
160	6003		FURNISHING AND PLACING TOPSOIL (4") SY	8,071.000	5.000	40,355.00
164	6003		BROADCAST SEED (PERM) (RURAL) (CLAY) SY	8,071.000	.500	4,035.50
164	6009		BROADCAST SEED (TEMP) (WARM) SY	4,036.000	.500	2,018.00
164	6011		BROADCAST SEED (TEMP) (COOL) SY	4,036.000	.500	2,018.00
169	6004		SOIL RETENTION BLANKETS (CL 1) (TY D) SY	8,071.000	1.000	8,071.00
344	6011	001	SUPERPAVE MIXTURES SP-B PG64-22 TON	1,656.000	185.000	306,360.00
400	6005		CEM STABIL BKFL CY	264.000	225.000	59,400.00
416	6004		DRILL SHAFT (36 IN) LF	954.000	200.000	190,800.00
420	6013		CL C CONC (ABUT) CY	180.400	1,100.000	198,440.00
422	6001		REINF CONC SLAB SF	9,360.000	26.000	243,360.00
425	6035		PRESTR CONC GIRDER (TX28) LF	476.000	165.000	78,540.00
425	6036		PRESTR CONC GIRDER (TX34) LF	954.000	180.000	171,720.00
432	6002		RIPRAP (CONC) (5 IN) CY	179.000	550.000	98,450.00
450	6006		RAIL (TY T223) LF	892.000	115.000	102,580.00
454	6004		ARMOR JOINT (SEALED) LF	267.000	75.000	20,025.00
496	6009		REMOV STR (BRIDGE 0 - 99 FT LENGTH) EA	5.000	9,600.000	48,000.00
500	6001		MOBILIZATION LS	1.000	200,000.000	200,000.00

PROJECT: BR 2018(378) , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : SCURRY 090819025 2 6 19 47 228

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO	14.000	4,100.000	57,400.00
506	6003	004	ROCK FILTER DAMS (INSTALL) (TY 3) LF	160.000	5.000	800.00
506	6011	004	ROCK FILTER DAMS (REMOVE) LF	160.000	1.000	160.00
506	6041	004	BIODEG EROSN CONT LOGS (INSTL) (12") LF	3,749.000	4.000	14,996.00
506	6043	004	BIODEG EROSN CONT LOGS (REMOVE) LF	3,749.000	1.000	3,749.00
540	6007		MTL BEAM GD FEN TRANS (TL2) EA	20.000	1,200.000	24,000.00
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA	20.000	2,900.000	58,000.00
552	6003		WIRE FENCE (TY C) LF	4,301.000	10.000	43,010.00
552	6008		WIRE FENCE (WATER GAP) LF	114.000	80.000	9,120.00
644	6076		REMOVE SM RD SN SUP&AM EA	10.000	50.000	500.00
658	6014		INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI) EA	30.000	30.000	900.00
658	6060		REMOVE DELIN & OBJECT MARKER ASSMS EA	10.000	20.000	200.00
658	6062		INSTL DEL ASSM (D-SW)SZ 1 (BRF)GF2 (BI) EA	56.000	40.000	2,240.00
5070	6002		STEEL FENCE (INSTALL) LF	125.000	45.000	5,625.00
TOTAL						2,153,442.50

CONTRACT NO. 06193228
COUNTY SCURRY ETC.

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By  Date 7/16/19
GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION
(Typed, Printed or Stamped Name and Title)

 RECOMMENDED FOR EXECUTION:

CONTRACTOR
Party of the Second Part

HODGES AND SON CONSTRUCTION COMPANY, INC.

By:  President 7/2/19
(Title) (Date)

By: _____
(Title) (Date)

By: _____
(Title) (Date)

This page intentionally left blank.

CARLOS J. RODRIGUEZ, DIRECTOR, CONSTRUCTION SECTION

PERFORMANCE BOND

CONTRACT NO. 06193228

COUNTY SCURRY ETC.

BOND NO. 75171584

KNOW ALL PERSONS BY THESE PRESENTS:

That we **HODGES AND SON CONSTRUCTION COMPANY, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **two million one hundred fifty-three thousand four hundred forty-two and 50/100 Dollars** (\$2,153,442.50), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 9th day of July, 2019

HODGES AND SON CONSTRUCTION COMPANY, INC.

Hodges & Son Const. Co. Inc.
CONTRACTOR

*By: Damon Hodge
(Title) President

CONTRACTOR

*By: _____
(Title)

The Guarantee Company
of North America, USA
SURETY (Print Firm Name and Seal)

*By: David S. Ballou
David S. Ballou (Title) Attorney-In-Fact

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

This page intentionally left blank.

PAYMENT BOND

CONTRACT NO. 06193228

COUNTY SCURRY ETC.

BOND NO. 75171584

KNOW ALL PERSONS BY THESE PRESENTS:

That we **HODGES AND SON CONSTRUCTION COMPANY, INC.** as principal, and the other under-
signed as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **two million one
hundred fifty-three thousand four hundred forty-two and 50/100 Dollars (\$2,153,442.50)**, lawful money of the
United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors,
and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached
hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract
to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Gov-
ernment Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract
supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use
of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors,
and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying
labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly
authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby
waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 9th day of July, 2019

HODGES AND SON CONSTRUCTION COMPANY, INC.

Hodges & Son Const. Co. Inc.
CONTRACTOR

*By: Damon Hodge
(Title) President

CONTRACTOR

*By: _____
(Title)

The Guarantee Company
of North America USA
SURETY (Print Firm Name and Seal)

*By: David S. Ballaw
(Title) Attorney-in-Fact

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be
impressed with the corporate seal and attached behind the Payment Bond in each contract.
This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

This page intentionally left blank.



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David S. Ballew, Brad Ballew
Ballew Surety Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9th day of July, 2019

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your **agent** at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:

333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.

